

EXHIBIT C



Sotheby's International Realty, Inc.
650 Madison Avenue
New York, NY 10022
T 212.606.7660
F 212.606.7661
sir.com/nyc

July 12, 2023

Rudolph W. Giuliani
45 East 66 Street
New York, NY 10065

Re: 45 East 66 Street, Apt. 10W

EXCLUSIVE RIGHT TO SELL – COOPERATIVE

Dear Mr. Giuliani:

This agreement sets forth the terms under which you engage our firm, Sotheby's International Realty, a licensed real estate broker (sometimes herein referred to as "SIR"), to act as brokerage agent in the sale of the referenced premises (the "Premises").

1. (a) You authorize SIR to offer the Premises for sale at a price of **\$6,500,000** (or such other amount as you may indicate to SIR orally or in writing from time to time) during the period commencing on the date this Agreement is fully executed and ending on 6-months from the date the Premises is first publicly listed for sale (the "Listing Term"). In the event the Premises is not publicly listed for sale this agreement shall terminate one year from the date this Agreement is executed. Notwithstanding the foregoing, if you enter into a contract sale for the Premises, all rights and obligations under this agreement shall automatically extend through the date of the actual Closing of the Premises.

(b) SIR shall confirm the monthly maintenance and number of shares associated with the Premises with your managing agent and shall send the same to you for approval prior to listing the Premises for sale.

2. We will arrange inspections by prospective purchasers and you will facilitate these inspections in an appropriate manner. We will submit to you all purchase offers and will act in accordance with your instructions with respect to each such offer. SIR will use its own advertising and public relations staff to advertise and promote the Premises through exposure in appropriate publications.

3. You have advised us that the Premises are not now the subject of a listing agreement with any other broker and you agree that you will not advertise the sale of the Premises or list the Premises with any other broker during the Listing Term. You will refer to us promptly all inquiries concerning the Premises which you may receive.

4. (a) Our commission shall be in an amount equal to 5% of the purchase price for the Premises except that if the Purchaser is procured directly by Serena Boardman with no cooperating broker then the commission shall be an amount equal to 4% of the purchase price of the Premises (the "Commission"). SIR shall offer 2.5% of the purchase price of the Premises as compensation to cooperating brokers. If during the Listing Term a contract is signed to sell the Premises to any person and a closing of the sale of the premises (a "Closing") occurs at any time with such person, then the Commission will be payable to us at that Closing.

(b) Within seven (7) business days after the expiration of the Listing Term, we shall deliver to you in writing a list of no more than six (6) names of persons who inspected the Premises during the Listing Term. If within ninety (90) days after the expiration of the Listing Term a contract is signed to sell the Premises to a person on said list (or related entity), we shall be entitled to the Commission provided for in paragraph 4(a) of this Agreement. You represent and warrant that if a new exclusive listing agreement is executed with another real estate broker (the "New Exclusive Broker"), you will notify the New Exclusive Broker of this provision and that SIR may negotiate directly with the Owner with respect to any person on the list during the ninety (90) day protected period.

(c) Unless and until a Closing shall occur, you will not be obligated to pay us any Commission, provided, however, that if a Closing does not occur or is delayed by reason of your failure or refusal to facilitate it, then you shall nevertheless pay to us on demand the Commission as if the Closing had occurred and provided, further, that if you retain, or become legally entitled to retain (whether or not you do in fact retain), the deposit paid by the prospective purchaser under a contract of sale, or if you receive any other payment from a prospective purchaser, then you shall pay to us an amount equal to

10% of such deposit or other payment, whichever is greater.

5. As a member of The Real Estate Board of New York ("REBNY"), we are required to inform all other REBNY member real estate brokers of your Premises ("Co-Broking") and invite their cooperation for sale via the REBNY Listing Service ("RLS") simultaneously with any public dissemination of such Exclusive Listing unless you specify in writing that you do not wish that the Property be Co-Brokered through the RLS. Public dissemination includes, but is not limited to, the display of the Exclusive Listing on our public website, any third-party website, or any other public disclosure of the Listing Information. You authorize us to invite the cooperation of and to retain other real estate brokers, some or all of whom may be acting on behalf of prospective purchasers in connection with offering the Premises for sale. We agree to compensate any such other brokers retained by us from the Commission received by us hereunder.

6. You represent that you own the Premises and may enter into this agreement and sell the Premises without any other person's consent. You represent that all information about the Premises that you have provided to us was, and that all such information which you will provide to us will be, true, complete and accurate when provided and that you will not fail to disclose to us any fact which might be material to a prospective purchaser's decision to purchase the Premises or which might be legally required to be disclosed to a prospective purchaser.

7. In consideration of our efforts pursuant to this Agreement, you agree that during the Listing Term you will not enter into any lease, or agreement to lease, with respect to the Premises. Should you enter into a lease of the Premises during the term of this Agreement you shall be obligated to pay SIR a commission equivalent to fifteen percent (15%) Percent of the aggregate rental due under the first "Lease Year". (The term "Lease Year", as used in the preceding sentence, shall be deemed to be the first consecutive 12 months following the date of your actual receipt of the first full rental payment under a lease for the Premises.) Should the Premises thereafter be purchased by such lessee, or any entity owned and/or controlled by such lessee, or any individual or entity that is otherwise affiliated with such lessee, including any designee of the lessee, you agree to pay SIR, at the time of closing of title, a commission of five (5%) Percent of the contracted for purchase price.

8. In the event that either party shall commence any action or proceeding to enforce the terms of this Agreement, the prevailing party shall be entitled to, and the other party shall pay to the prevailing party, its actual costs of such action or proceeding, including actual attorneys' fees.

9. You shall instruct your attorney to include a provision in the contract of sale, which would require that the purchaser allow SIR the right to review and comment on a board package prior to submission to the board of directors of the cooperation or condominium as the case may be

10. This agreement (a) shall be governed by the laws of the state in which the premises are located applicable to contracts made and to be performed wholly in such state, (b) sets forth the entire understanding between us and supersedes all prior agreements or understandings, and (c) cannot be changed, modified or amended, nor can any of its provisions be waived, except by an agreement in writing signed by the party to be charged. If this Agreement is signed by two or more persons as owners of the premises, the liability of each hereunder shall be joint and several.

11. As used herein, the term "person" shall mean natural persons, partnerships, corporations, trusts and other entities.

Your agreement with SIR provides for an Exclusive Right to Sell listing. By New York State law, we are required to provide the following explanations:

An "Exclusive Right to Sell" listing means that if you, the owner of the property, find a buyer for your house, or if another broker finds a buyer, you must pay the agreed commission to the present broker.

An "Exclusive Agency" listing means that if you the owner of the property find a buyer, you will not have to pay a commission to the broker. However, if another broker finds a buyer, you will owe a commission to both the selling broker and your present broker.

Please sign on the line below to acknowledge your understanding of the foregoing.

Signature: Rudolph W. Giuliani

This agreement is accompanied by separate forms entitled "Disclosure Regarding Real Estate Agency Relationships" and "New York State Housing and Anti-Discrimination Disclosure Form." You should read and acknowledge this material as provided therein.

YOU ACKNOWLEDGE THAT IT IS UNLAWFUL UNDER APPLICABLE LAW TO DISCRIMINATE ON THE BASIS OF VARIOUS FACTORS AND THAT WE WILL AT ALL TIMES COMPLY WITH FEDERAL, STATE AND NEW YORK CITY LAWS APPLICABLE TO THE PREMISES.

Please sign, date and return the enclosed copy of this Agreement to indicate your acceptance of and agreement to the foregoing.

Very truly yours,

SOTHEBY'S INTERNATIONAL REALTY

DocuSigned by:

ACCEPTED AND AGREED TO

This ____ day of _____ 20__:

By:

Marissa Ghesquiere

Date Jul 25, 2023 | 12:44:44 PM EDT

Marissa Ghesquiere

Executive Vice President of Sales – New York City

Signature: Rudolph W. Giuliani

DocuSigned by:

By:

Serena Boardman

Date Jul 23, 2023 | 10:49:22 AM EDT

Broker: Serena Boardman

Title: Senior Global Real Estate Advisor, Associate Broker

Initial _____

Please sign, date and return the enclosed copy of this Agreement to indicate your acceptance of and agreement to the foregoing.

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Sig

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Adv

Initi:

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SOTHEBY'S INTERNATIONAL REALTY

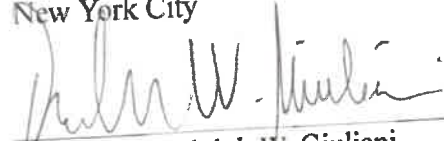
ACCEPTED AND AGREED TO

By: _____

Date 7-19-23

This _____ day of _____ 20__ : Marissa Ghesquiere
Executive Vice President of Sales -

New York City


Signature: Rudolph W. Giuliani

By: _____

Date _____

Broker: Serena Boardman
Title: Senior Global Real Estate

Advisor, Associate Broker

Initial _____